

B 2100A (Form 2100A) (12/15)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re KIRTIE REGAN, INC.,

Case No. 06-10468 (RDD)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

MARCO LIONETTI

Name of Transferee

SELECT SHOWROOM

Name of Transferor

Name and Address where notices to transferee should be sent:

2 Sutton Place
Smithtown, NY 11787

Court Claim # (if known): 21-1

Amount of Claim: \$88,873.89

Date Claim Filed: 10/05/2006

Phone: 516-338-6868

Last Four Digits of Acct #: _____

Phone: _____

Last Four Digits of Acct. #: _____

Name and Address where transferee payments should be sent (if different from above):

Phone: _____

Last Four Digits of Acct #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By:  _____

Transferee/Transferee's Agent

Date: 3/31/16

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

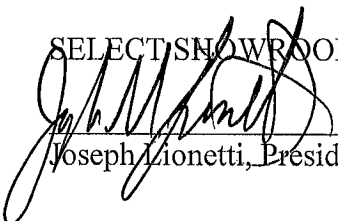
EVIDENCE OF TRANSFER OF CLAIM

To: Clerk, United States Bankruptcy Court, Southern District of New York

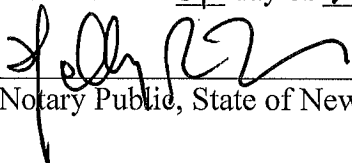
For value received, the adequacy and sufficiency of which are hereby acknowledged, Select Showroom ("Assignor") hereby unconditionally and irrevocably sells, transfers and assigns to Marco Lionetti ("Assignee") all of Assignor's rights, title, interest, claims and causes of action in and to, or arising under, or in connection with the claims set forth in proof of claim numbered 21-1 against the estate of Kirtie Regan, Inc., Case No. 06-10468 in the United States Bankruptcy Court for the Southern District of New York (the "Assigned Claim").

Assignor hereby waives any objection to the transfer of the Assigned Claim to Assignee and hereby waives, to the fullest extent permitted by law, any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, title 11 of the United State Code, applicable Local Bankruptcy Rules and any other applicable law. Assignor acknowledges and understands, and hereby stipulates, that an Order of the Bankruptcy Court may be entered without further notice to Assignor transferring to Assignee the Assigned Claim and recognizing the Assignee as the sole owner and holder of the Assigned Claim for all purposes including, without limitation, distribution purposes. Assignor directs that all payments on account of the Assigned Claim be made and delivered to the Assignee.

IN WITNESS WHEREOF, this Evidence of Transfer of Claim is executed on March 31, 2016.

SELECT SHOWROOM
By: 
Joseph Lionetti, President

Sworn to this 31st day of March 2016


Notary Public, State of New York

HOLLY R. HOLECEK
Notary Public, State of New York
No. 02H08317878
Qualified in Nassau County
Commission Expires January 12, 2019

FORM B10 (Official Form 10) (10/05)

UNITED STATES BANKRUPTCY COURT <u>Southern</u> DISTRICT OF <u>NEW YORK</u>		PROOF OF CLAIM
Name of Debtor Kirtie REGAN, Inc.	Case Number 06-10468 (rdd)	
<p><small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</small></p>		
Name of Creditor (The person or other entity to whom the debtor owes money or property): Select Showroom	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input checked="" type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	THE SEVEN IN (IN) COURT USE ONLY
Name and address where notices should be sent: Select Showroom 530 7th Avenue, Ste 3041 NY, NY 10018	Telephone number: 212-768-7777	
Last four digits of account or other number by which creditor identifies debtor:	Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim, dated: _____	THE SEVEN IN (IN) COURT USE ONLY
<p>1. Basis for Claim</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input checked="" type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____ </div> <div style="width: 45%;"> <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of your SS #: _____ Unpaid compensation for services performed from _____ (date) to _____ (date) </div> </div>		
2. Date debt was incurred: JANUARY 2005	3. If court judgment, date obtained:	THE SEVEN IN (IN) COURT USE ONLY
<p>4. Classification of Claim. Check the appropriate box or boxes that best describe your claim and state the amount of the claim at the time case filed. See reverse side for important explanations.</p> <p>Unsecured Nonpriority Claim \$88,873.89</p> <p><input checked="" type="checkbox"/> Check this box if: (a) there is no collateral or lien securing your claim, or (b) your claim exceeds the value of the property securing it, or if (c) none or only part of your claim is entitled to priority.</p> <p>Unsecured Priority Claim</p> <p><input type="checkbox"/> Check this box if you have an unsecured claim, all or part of which is entitled to priority.</p> <p>Amount entitled to priority \$ _____</p> <p>Specify the priority of the claim:</p> <p><input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$10,000)* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).</p> <p><input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).</p> <p><input type="checkbox"/> Secured Claim</p> <p><input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff).</p> <p>Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____</p> <p><input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental unit - 11 U.S.C. § 507(a)(8).</p> <p><input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).</p> <p><small>*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small></p>		
<p>5. Total Amount of Claim at Time Case Filed: \$88,873.89</p> <p><input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.</p>		THE SEVEN IN (IN) COURT USE ONLY
<p>6. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.</p> <p>7. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.</p> <p>8. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.</p>		
Date 10/4/06	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): Justin M. Gennaro, Principal of Select Showroom	THE SEVEN IN (IN) COURT USE ONLY FILED OCT - 5 A 11:59 S.D.N.Y. BANKRUPTCY COURT

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 153 and 3571.

Supporting Documents for Select Showroom

Chapter 11 Bankruptcy of Kirtie Regan, Inc.—Case No. 06-10468

Pursuant to Item 9 of Official Form 10, Creditor Select Showroom submits the following documentation evidencing the contract and debt between Debtor Kirtie Regan Inc. and Creditor Select Showroom. Creditor has submitted a contract and a summary of the debt owed, as the order reports and invoices were too voluminous to produce with this filing. Detailed supporting documents are available upon request.

Sales Agency Agreement

This agreement is between Select Agency and Kirtle Regan Inc.... ("the Company").

1. Representation. Select Agency shall be the Company's sales representative for the following line(s) of apparel and/or accessories sold by Company ("Products");

Members Only Young Men's Fashion
Members Only Women's Fashion

(Please note: The Member's Only license is a non-transferable license, and the Company is the exclusive global holder of it.)

2. Territory. The territory ("Territory") will be:

a) The United States of America. Since we will be the only agency handling the fashion line (the Product"), the territory handled by other sales representatives not selling the fashion line is available for Select Agency Inc. to sell.

3. Term. The term of this Agreement shall begin on date of agreement and remain effective for one year. The close of this agreement shall be set at September 1, 2006. Select Agency and the Company can renew this contract at the close of said term, if sales goals are met within the Company's vision and direction (Appendix A).

4. Appointment. The duties of Select Agency under this Agreement will be to promote the sale of, and to solicit and secure order for, the Products in the Territory. Select Agency agrees to:

- a.) use its best efforts to sell and promote the sale of the Products in the Territory and to abide by the Company's policies as they are communicated; (develop, establish and maintain relationships, while continually expanding the whole brand lifestyle, which includes, but is not limited to, the classic racer.)
- b.) conduct its business in its own name;
- c.) properly transmit all orders taken from its customers to the Company in accordance with the Company's business procedures as communicated by the Company to Select Agency; and
- d.) communicate with the Company regarding market trends and client reactions to the various collections, by submitting weekly progress reports, selling reports from Department Stores, and feedback from customers.
- e) Provide customer information for active Members Only accounts including buyers names, addresses, phone e-mail, Accounts Payable contact and EDI Contact.

Select Agency is not authorized to:

- a.) make any purchases or incur any liabilities for or on behalf of the Company, obligate the Company in any matter or manner whatsoever without prior written consent of the Company, or represent that it has the authority to incur on the Company's behalf any obligations or liabilities other than those contained in this Agreement.

b.) approve any consignment deals.

5. Orders. All orders for the Products must be solicited on a standard order form supplied by the Company or approved by the Company at the prices, and subject to the terms and conditions including but not limited to payment terms, shipment terms and credit approval, which the Company at its sole and absolute discretion shall determine. Select Agency shall promptly transmit by telex, telefax, e-mail, or any other means including by standard U.S. Mail all orders for Products received.

Any and all orders shall be subject to acceptance or rejection by the Company. The Company agrees to discuss, debate, and dispute openly with Select Agency, acceptance of orders in whole or in part, and all other aspects of pricing, invoicing and shipment, but reserves the right to have final decision on such orders, as it pertains to the vision of the Company.

6. House Accounts. The Company agrees to hand over to Select Agency, all house accounts that fall into the distribution levels of Select Agency. Big and Tall customers, Outerwear and Regular men's will be treated by the Company as a separate channel of distribution and business, and with whomever the Company chooses, will sell to that channel.

*The Company agrees to not sell the same product carried by Select Agency to this separate business.

7. Samples. The Company shall provide Select Agency with all samples necessary for the promotion of the Products at the expense of the Company, for all showrooms. Select Agency may purchase any and all Samples at the cost of fifty percent (50%) of the then-current wholesale selling price for such Products as listed by the Company. All other samples not purchased will be returned to the Company at the end of the season or charged to Select at the above price.

(a.) The Company agrees to provide samples for trade exhibitions, road trips that interfere with market weeks and/or trade exhibitions, and additional public relations and marketing, if and only if, ample notice is given to the Company.

8. Compensation. As compensation for all of the services rendered pursuant to this Agreement, Select Agency shall receive the following "Commission" on the Net Sales of all Products sold and delivered in the Territory resulting from orders by customers in the territory during the Term of this Agreement. Commission shall be paid less deductions for Samples, as defined more particularly in Section 8(a) below:

(a) All Products of The Company: Ten Percent (10%) Commission. The commission rate on discounted sales is to be determined on a sliding scale. Customer discounts and chargebacks due to the fault of the Company shall not be considered discounted sales for the purpose of the commission calculation.

For the purposes of this Agreement "Net Sales" shall mean the invoiced amount of the Products sold and delivered in the Territory from orders by customers in the territory, less actual credits for returns, refunds, regular trade discounts, credits or allowances, and uncollectible amounts, if any.

Select Agency is to be paid full commission on all orders that require a discount due to fault by The Company, that The Company received with accurately quoted delivery dates and pricing, that The Company shipped incorrectly, incomplete, or late.

Select Agency is to be paid 3% commission on all orders that The Company received, with accurately quoted delivery dates, and pricing, that are cancelled by the customer, due to the fault of The Company.

Commission shall be paid in the following manner:

a.) on the fifteenth of the month following collection by The Company. Therefore, any monies received by The Company, between the first of the month and the thirty first of the same, should be dispersed on the fifteenth of the following month.

Also, the Company agrees to pay to Select Agency a showroom participation fee in the amount of \$2,000.00 per month total, for the two showrooms, east coast, and west coast. The amount of \$6,000.00 for the Initial term has been paid by The Company. Should the Initial Term be renewed, a month to month showroom participation fee will be paid by the Company to Select Agency on the 25th of each month prior to the month it is for.

9. Trade Exhibitions. Select Agency may attend national and regional Trade Exhibitions to display and sell the Product. The Company agrees to reimburse these costs provided Select Agency receives prior written approval. The cost for design, construction, and maintenance of a custom booth for presentation purposes will also be paid by the Company as long as Select Agency receives prior written approval by the Company.

10. Staffing. All sales and marketing personnel that work in the showrooms will be compensated by Select Agency.

11. Termination. Either party shall have the right to terminate this Agreement any time with or without cause upon ninety (90) days prior written notice.

Upon termination of this Agreement, the Company shall make delivery of all confirmed orders for Products and pay Select Agency the Commission due according to the terms of Section 8. (Excluding orders withheld due to credit reasons).

Also upon termination of this Agreement, all business information and supplies issued by the Company and in possession of Select Agency shall be promptly returned to the Company. All records pertaining to prices, Products and customers of the Company shall be treated as confidential property and trade secrets of the Company and shall be promptly returned together with all copies of same.

Should the Company terminate prior to the contracted time, Select Agency is to be paid the remaining balance of showroom participation fees, for the remainder of the contract. On commissions, Select Agency is to be paid on all open orders, at the time of separation.

12. Independent Contractors. The parties are independent contractors and nothing contained in this Agreement shall be construed to create a relationship of legal representative, partners, employer/employee or joint ventures between the parties.

13. Notices. All notices or other communications sent by Select Agency to the Company shall be in writing and, except for orders solicited as provided in Section 5, shall only be deemed valid and sufficient if delivered by personal service or dispatched by certified mail, receipt requested, in any post office, or if dispatched by telex or telefax, promptly confirmed by letter dispatched as above provided, to the Company's executive offices.

Either party shall give notice of its change of address in the manner set forth above. Notices and other communications under this Agreement shall be deemed to have been given on the day on which personally served or sent by telex or telefax or, if by certified mail, on the fifth (5th) day after being posted, or the date of actual receipt, whichever date is the earlier.

14. Governing Law. This Agreement and all matters pertaining to it shall be governed by the laws of the State of New York, excluding its provisions with respect to conflict of laws.

15. Arbitration. Any and all disputes, controversies and claims arising out of or relating to this Agreement or concerning the respective rights or obligations of the parties hereto shall be settled and determined by arbitration in New York City before a panel of three (3) arbitrators pursuant to the Commercial Rules then obtaining of the American Arbitration Association. The parties agree that the arbitrators shall have the power to award damages, injunctive relief and reasonable attorneys' fees and expenses to any party in such arbitration. The arbitration award shall be final and binding upon the parties and judgment thereon may be entered in any court having competent jurisdiction, including any court in New York County.

16. Miscellaneous. No provision of this Agreement may be changed or modified, nor may this Agreement be discharged in part or in whole, except by written agreement signed by both parties.

If any term, covenant or provision contained herein shall be invalid or illegal, such invalidity shall not impair, invalidate, or nullify the other provisions of this Agreement.

This Agreement constitutes the complete understanding between the parties with respect to the subject matter hereof, and supersedes all prior oral or written understandings and agreements relating to such subject matter. Neither party is acting in reliance upon any representation or guarantee, other than those explicitly provided for in the Agreement.

The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right to insist upon strict adherence to that term or any other term of this Agreement on any other occasion. Any waiver must be in writing.

If you accept the foregoing terms of agency representation, please sign the enclosed copy of this letter in the space provided for that purpose below.

We look forward to a profitable relationship with you.

Sincerely,

Select Agency, Inc.

By: 

Name: Joseph M. Lionetti Name: Justin M. Germaine

Date: August 25, 2005

Agreed and Accept - Kirtis Regan, Inc.

By: 

Name: Kirtis Regan

By: 

Franklin Regan

Date: 8/25/05

SELECT SHOWROOM

EAST COAST:

Existing

ACCOUNT	CITY	ST	506	By State	
Bouquet Onze	Montreal	Canada	1800	International	1
Lounge Canada	Toronto	Canada	4000	Canada	3
Three Monkeys	Montreal	Canada	2000	FL	4
Richmond Classics	Dorset	England	2000	GA	6
Base	Miami Beach	FL	1000	IL	1
Surreys	Aventura	FL	6000	LA	2
Love Monopar	Miami	FL	1000	MA	4
Kullie	Medley	FL	1200	MD	3
Balboa	Atlanta	GA	2000	MI	1
Bill Hallman	Atlanta	GA	2000	NC	1
Fabryk	Atlanta	GA	1000	NJ	2
Navy Blue	Atlanta	GA	800	NY	9
Standard	Atlanta	GA	1000	NYC	13
Tippy Toes	Atlanta	GA	1000	PA	4
E Street Dancin	Highland Park	IL	1000	RI	1
Porter Stevens	Metairie	LA	1000	SC	1
TwinCoats Exchange	New Orleans	LA	1500	TN	2
Facea of Earth	Northampton	MA	1500	VA	2
Jasmine Soda	Boston	MA	600	VT	1
Karmaloop	Boston	MA	2000	Total E.C.	81
Skin Deep	Boston	MA	20000		
B Soerie	Dartmouth	MA	1200		
Social Studios	Potomac	MD	500		
Vohet Lounge	Frederick	MD	1000		
Fashion Card	Frederick	MD	600		
Edga of Urge	Darborn	MI	1000		
Big Up in B	Wilmington	NC	1000		
Honey Comb Hideout	Cresskill	NJ	5500		
Atrium	Landsdown Hills, MD	NJ	3000		
Canal Jean	New York	NY	2000		
Christopher's	New York	NY	10000		
Classica Kicks	New York	NY	3000		
Cymbeline	New York	NY	1000		
Underdog Edal	Staten Island	NY	2500		
Downtown (Waltabaut)	Brooklyn	NY	1000		
Fred Flare	Brooklyn	NY	2000		
Giftshop.com	Brooklyn	NY	2000		
Gofath	New York	NY	2000		
Hollywood Stars	New York	NY	1800		
Johnny Rocco	West Nyack	NY	1000		
Morris Brothers	Brooklyn	NY	1000		
Norahs	New York	NY	1500		
Poke Dot	East Hampton	NY	800		
Probus	New York	NY	1200		
Project 159	New York	NY	1000		
T.C. Menswear	New York	NY	1000		
The Closet NYC Inc	East Hampton	NY	1500		
Trash and Vaudeville	Staten Island	NY	1000		
Unlited (NY)	New York	NY	1000		
Zero Traders	New York	NY	3000		
Agent Aloha	New York-Distribute	NY	3000		
Charles Porter	Philadelphia	PA	3500		
Kaytan	Philadelphia	PA	1000		
Kide et Heart	Whitehall	PA	600		
Arte 4Zero 1	Livingston	PA	1000		
Cobalt	Providence	RI	800		
Abbie and Jessie	Columbia	SC	1200		
Lansky Stoe	Brentwood	TN	1000		
Funky Beet	Memphis	TN	1000		
Noad Supply	Virginia Beach	VA	800		
Herban Style	Richmond	VA	500		
	Burlington	VT	800		
			129300		

NY
 8/15/06
 8/25/05
 8.25.05

EAST COAST

Referat

Target List	City	State	Count	Total
BLACK & KHAKI	MADISON	CT	800	800
BOTTEGA GUILLIAN	NEW HAVEN	CT	800	800
RELISH	WASHINGTON	DC	800	800
POP SHOP	WASHINGTON	DC	800	800
SALTWATER GOWGIRL	REHOBOTH	DE	1200	1200
FLAVOR DE	WILMINGTON	DE	800	800
COOL SHOP	MIAMI	FL	1200	1200
SHOP 803	FT LAUDERDALE	FL	1200	1200
TROPICAL TRADING	KEY WEST	FL	1200	1200
STALHI	ORLANDO	FL	800	800
GALAXY	MIAMI	FL	800	800
SHOE GALLERY	MIAMI	FL	1200	1200
STANDARD	FAREHAD	GA	1500	1500
VOUS BTQ	ATLANTA	GA	1000	1000
WISH	ATLANTA	GA	1000	1000
NV	BARINGTON	IL	800	800
FUTURGARB	CHICAGO	IL	1000	1000
MARK SHALE	OAKBROOK	IL	1000	1000
CRAZY CARGO	HIGHLAND PARK	IL	1000	1000
BELMONT ARMY	CHICAGO	IL	1000	1000
ACTIVE ENDEAVORS	CHICAGO	IL	1200	1200
JAKE	CHICAGO	IL	1000	1000
SOLIS STYLE	WARSAW	IN	1000	1000
FRANKEYS	INDIANAPOLIS	IN	1000	1000
ISLE OF YOU	LEXINGTON	KY	800	800
STATUS	NEWPORT	KY	800	800
BOMBSHELLS	LOUISVILLE	KY	800	800
RED LATERN	NEW ORLEANS	LA	800	800
FUNKEY MONKEY	NEW ORLEANS	LA	800	800
JEAN THERAPY	NEW ORLEANS	LA	800	800
NATIONAL JEAN	NEWTON	MA	800	800
THOM BROWN	BOSTON	MA	800	800
TANNERY	BOSTON	MA	1500	1500
MOTLEY	BOSTON	MA	1000	1000
PLUTO	BOSTON	MA	1000	1000
ZANNA INC	AMHERST	MA	800	800
50 WEST BOARDSHOP	OCEAN CITY	MD	1000	1000
HMS HOST	BETHESDA	MD	2000	2000
BSOENE	POTOMAC	MD	800	800
ONE STAR CLOTHING	GRANDVALE	MI	800	800
CARUSO CARUSO	BIRMINGHAM	MI	1000	1000
HOUSE OF CHANTS	FERRDALE	MI	800	800
INCOGNITO	ROYAL OAK	MI	800	800
NULA	CHARLESTON	NC	800	800
BUDDHA'S BELLY	RALIEGH	NC	800	800
CIVILIAN BIRKDALE	HUNTSVILLE	NC	800	800
WARDROBE	RALIEGH	NC	800	800
580 SOUTH	LIVINGSTON	NJ	1000	1000
ZOE	PRINCETON	NJ	1000	1000
ROMAN BOUTIQUE	WESTFIELD	NJ	800	800
FUNK AND STANDARD	RED BANK	NJ	1500	1500
COHOES	BURLINGTON	NJ	2000	2000
CRUISIN	ALAN	NJ	1000	1000
GARMANY	HAZLET	NJ	800	800
KRUDMART	N.TONAWANDA	NY	800	800
BWILD	BELMORE	NY	2000	2000
BLUE AND OREAM	EAST HAMPTON	NY	1000	1000
FLAIR HOUSE	FIRE ISLAND	NY	800	800
A STEP APART	ROCHESTER	NY	1000	1000
WATTS ON SMITH	BROOKLYN	NY	1000	1000
N7	BROOKLYN	NY	1000	1000
TWVO	WILLIAMSVILLE	NY	1000	1000
STARTING LINE	NEW YORK	NY	1000	1000
MAX AND GINOS	HEWLETT	NY	800	800
PARAGON	NEW YORK	NY	1000	1000
GERRY'S MENSWEAR	NEW YORK	NY	800	800
MEN-TALITY	PITTSFORD	NY	800	800
SILVER BOX	ASTORIA	NY	800	800
NABCI	OLEVELAND	OH	800	800
SUKI	CINCINNATI	OH	800	800
USIQ	PHILADELPHIA	PA	1000	1000
FUSION	PHILADELPHIA	PA	1000	1000
DENIM AND CO	MANYANUK	PA	800	800
JAKE AND MABEL	PITTSBURG	PA	800	800
LAURA JEAN	PROVIDENCE	RI	800	800
SWORN	GREENVILLE	SC	1000	1000
DENIM BAR	ARLINGTON	VA	1000	1000
INDUSTRY	CHARLOTTEVILLE	VA	800	800
DETOUR	MILWAUKEE	WI	1200	1200
MODA 3	MILWAUKEE	WI	1200	1200

Target List By State	
CT	2
DC	2
DE	2
FL	3
GA	8
IL	7
IN	2
LA	3
KY	2
MA	3
MD	3
MI	4
NC	4
NJ	7
NY	17
NYC	1
OH	2
PA	4
RI	1
SC	1
VA	2
W	2
Total E.C.	88

per 8/16/06 8.25.05 JK

10/31/2006 14:07 12127689696

SELECT SHOWROOM

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DEPARTMENT STORE PROJECTIONS

ACTIVE ACCOUNTS

MCE MENS	\$70,000.00
MCW MENS	\$25,000.00
MCF MENS	\$20,000.00

TOTAL FEDERATED MEN'S	\$115,000.00
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MCE WOMEN'S	\$15,000.00
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TOTAL FEDERATED WOMEN'S	\$15,000.00
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NORDSTROM SC RAIL	\$10,000.00
NORDSTROM SO RAIL	\$10,000.00
NORDSTROM NC RAIL	\$15,000.00
NORDSTROM MW RAIL	\$15,000.00
NORDSTROM DIRECT RAIL	\$15,000.00

TOTAL NORDSTROM RAIL	\$65,000.00
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TOTAL NORDSTROM TBD

METROPARK	\$15,000.00
UATW	\$10,000.00
URBAN OUTFITTERS	\$15,000.00
URBAN DIRECT	\$10,000.00
UNITED ARROWS	\$30,000.00

ALL OTHER ACCOUNTS TOTAL	\$80,000.00
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TOTAL ACTIVE ACCOUNTS	\$275,000.00
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TARGET LIST

MCC MENS	\$5,000.00
MCNW MENS	\$5,000.00

TOTAL	\$10,000.00
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MCW WOMEN'S	\$5,000.00
MCF WOMEN'S	\$5,000.00
MCC WOMEN'S	\$5,000.00

TOTAL	\$15,000.00
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NORDSTROM EC RAIL	\$5,000.00
NORDSTROM NW RAIL	\$5,000.00

TOTAL	\$10,000.00
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NORDSTROM SC TBD	\$10,000.00
NORDSTROM SO TBD	\$10,000.00
NORDSTROM MW TBD	\$10,000.00
NORDSTROM EC TBD	\$5,000.00
NORDSTROM NC TBD	\$5,000.00

TOTAL	\$40,000.00
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DELIA'S	\$10,000.00
PACSUN	\$10,000.00
BUCKLE	\$10,000.00
MARSHALL FIELDS	\$10,000.00
VON MAUR	\$5,000.00
NEWBURY COMICS	\$5,000.00
SIMONS	\$10,000.00
ZUMIEZ	\$5,000.00

TOTAL	\$65,000.00
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TOTAL TARGET ACCOUNTS	\$140,000.00
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TOTAL ACTIVE & TARGET	\$415,000.00
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8.25.05 JH



Target Accounts West Coast	California	Members Only
H.Lorenzo	LA,CA	800
Fred Segal Man	LA,CA	1000
Rolo	San Francisco,CA	800
Villians Vault	San Francisco,CA	800
Politix	LA,CA	800
Kaviar & Kind	West LA,CA	800
Tracey Ross	LA,CA	800
Belle Gray	Sherman Oaks,CA	800
Tryst	Studio City,CA	800
Ron Herman	LA,CA	800
Planet Americana	Santa Monica,CA	800
Traffic	LA,CA	800
Mileage Clothing	San Diego,CA	800
Anonymous	LA,CA	800
At Will	Torrance, CA	800
Blu Boutique	Palm Springs,CA	800
Black & Blue	LA,CA	800
Blue Windows	Long Beach,CA	800
Concord Moon	LA,CA	800
Dee Lux	Riverside,CA	800
Dream Girl	San Diego,CA	800
Futura/Bear Basics	Berkeley,CA	800
The Giant Peach	Oakland,CA	800
Ignition	Valencia,CA	800
Injeanious	San Francisco,CA	800
In -Transit Design	Garden Grove,CA	800
Jack's	Huntington Beach,CA	800
Klarissa Cantrell	San Diego,CA	800
Maccaulous	Berkeley,CA	800
Midnite Sun	Santa Barbara,CA	800
Nishizawa USA	Torrance, CA	1500
Orange Point	Torrance, CA	1500
Plant Funk	LA,CA	800
Razzmatazz	San Diego,CA	800
Rebel Sports	Riverside,CA	800
Room Service	LA,CA	800
Twist	Santa Monica,CA	800
Yellow Kiss	San Luis Obispo,CA	800
Scott & CO	LA,CA	800
Dungarees	LA,CA	800
Rain USA	Mayfield,CA	800
SOHO	LA,CA	800
American Rag	LA,CA	800
Milky	Torrance, CA	1000

	Colorado	
Bottom Drawer	Durango, Co	800
Imi Jimi	Denver,CO	1000
Roxy	Vail, CO	800
Polar Revolution	Aspen, Co	800
Pitkin County Dry Goods	Aspen, Co	800
Goods	Breckenridge, Co	800
Decades	Denver,CO	800
The Garment District	Denver,CO	800

8.25.05
JLMS
8/25/06

SELECT SHOWROOM

Denver, CO	800
Denver, CO	800
Breckenridge, Co	800
Vail, CO	800
Colorado Spring, Co	800
Denver, CO	1000
Boulder, CO	800

Washington

Seattle, WA	800
Seattle, WA	800
Walla Walla, WA	800
Chelan, Wa	800
Port Angeles, WA	800
Bellingham, WA	800
Brainbridge, WA	800
Kent, WA	800

Arizona

Flagstaff, Az	1000
Tempe, AZ	800
Phoenix, Az	800
Lake Havasu, Az	800
Scottsdale, Az	1000
Scottsdale, Az	800
Scottsdale, Az	800
Scottsdale, Az	800
Glendale, AZ	800
Queen Creek, AZ	800
Paradise Valley, Az	800
Tucson, AZ	800

Nevada

Las Vegas, NV	800
Las Vegas, NV	800
Las Vegas, NV	800
Las Vegas, NV	800
Reno, NV	800
Las Vegas, NV	800
Las Vegas, NV	800
Las Vegas, NV	800

Utah

Salt Lake City, UT	800
Park City, UT	800
Salt Lake City, UT	800
Payson, UT	800
Salt Lake City, UT	800
Salt Lake City, UT	800

Alaska

Anchorage, AK	800
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Hawaii

Honolulu, HI	800
Honolulu, HI	800

8-25-05
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8/25/08

SELECT SHOWROOM	
All Good	Kailu-Kona, HI 800
Tra Art	Kamuela, HI 800
Body and Soul	Honolulu, HI 800
Pineapple County	Honolulu, HI 800
Island Show	Honolulu, HI 800
Town and Country	Kailu-Kona, HI 800
Aloha Rag	Aiea, HI 800
Urban Tactix	Honolulu, HI 800
	Honolulu, HI 800
Idaho	
Boca Mountain	Ketchum, ID 800
Funktion	Boise, ID 800
Form	Boise, ID 800
Demarcos	Boise, ID 800
Sun Valley Boutique	Idaho Falls, ID 800
Palmer Cash	Ketchum, ID 800
	Boise, ID 800
Minnesota	
Gabriela's	Minneapolis, MN 800
Exile on Harmon	Minneapolis, MN 800
Bibelots Shops	St Paul, MN 800
The Classic	Moorhead, MN 800
In Toto	Minneapolis, MN 800
Len Druskin	Edina, MN 800
Heartbreaker	Minneapolis, MN 1200
C&C Enterprise	New Brighton, MN 800
	1200
Missouri	
Revue	Kansas City, MO 800
Blues	St Louis, MO 800
Halls	Kansas City, MO 800
Splash	Chesterfield, MO 1200
The Bunker	Kansas City, MO 800
Mister Guy for Women	Frontenac, MO 800
Crush	Chesterfield, MO 800
Two Doors Down	Springfield, MO 800
	800
Montana	
Rock Gear	Billings, MT 800
The Venue	Great Falls, MT 800
Nebraska	
Barret Reed	Omaha, NE 800
Hitchin Post	Lincoln, NE 800
Back Woods	Kearney, NE 800
Nouvelle Eve	Omaha, NE 800
Homers	Omaha, NE 800
New World Gear	Omaha, NE 800
	800
New Mexico	
Jack Flash	Albuquerque, NM 800
Dust In the Wind	Santa Fe, NM 800
Wildlife	Taos, NM 800
Retrospect	Santa Fe, NM 800
Aqui Nob Hill	Albuquerque, NM 1200
Mira	Santa Fe, NM 800
	800
Oklahoma	

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8/10/06

Arroy and Abby	Oklahoma City, OK	800
Allyson's Closet	Edmond, OK	800
Cherry Bomb	Oklahoma City, OK	800
Cayman's	Tulsa, OK	800
The Rage	Norman, OK	800
Shek	Ardmore, OK	1500
	Oklahoma City, OK	800

Baumans Mens Shop	Arkansas	
RK Collection	Little Rock, AR	800
Soho Clothiers	Little Rock, AR	1200
Pinky Punky	Rogers, AR	800
Mason's	Little Rock, AR	800
	Fayetteville, AR	1200

Dress Code	Oregon	
Blade PDX	Portland, OR	800
Mario's	Portland, OR	800
Lit	Portland, OR	800
Local Joe	Portland, OR	800
Frollick	Bend, OR	800
CoolestShop.com	Hood River, OR	800
Common Threads	Eugene, OR	800
Red Berry	Sisters, OR	800
Moxxmar	McMinnville, OR	1200
Papillion Rouge on Main	Medford, OR	800
	Medford, OR	800

The Clothing Co	South Dakota	
	Heron, SD	800

Flipside Clothing	Texas	
Back Pocket	MCAlien, TX	800
Fast Forward	Austin, TX	800
Service Menswear	Forthworth, TX	800
Cat's Meow	Austin, TX	800
Ken's Mens Shop	Beaumont, TX	800
Glada Rocco	Dallas, TX	800
Trappings	Austin, TX	800
Outline	MCAlien, TX	800
Octane	Dallas, TX	800
Cotton Club	Dallas, TX	800
Krimson and Clover	Houston, TX	800
Elements	Dallas, TX	800
Get with It	Dallas, TX	800
Root	Houston, TX	800
Jeans Couture	Fredericksburg, TX	800
Luxe	Houston, TX	800
Vyllette	Austin, TX	800
Jezebel's	Austin, TX	800
Factory People	Austin, TX	800
VIP Clothing	Austin, TX	800
Symbol	Longview, TX	800
Cotton Island	San Antonio, TX	800
Bulson	Dallas, TX	800
Stanley Korshak	Dallas, TX	800
Tootsies Highland Village	Dallas, TX	800
Shiki	Houston, TX	800
Byzantine	Austin, TX	800
Therapy	Dallas, TX	800
Chrome	Austin, TX	800
Flipnotics	Lubbock, TX	800
Sevilla	Austin, TX	800
The Cage	El Paso, TX	800
Upstairs	San Antonio, TX	800
	Austin, TX	800

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My 8/25/05

SELECT SHOWROOM

800

Dinah	Wyoming	
Over the Moon	Jackson Hole, WY	800
Charley's	Sheridan, WY	800
	Jackson Hole, WY	800

Young America	North Dakota	
	Mindt, ND	800

Aspen Traders	Kansas	
Britches Clothing	Wichita, KS	800
Brooklyn Fashions	Lawrence, KS	800
Yonco	Olathe, KS	800
Standard Style Boutique	Overland Park, KS	800
	Leawood, KS	1200
	Total new	173700

JH 8-25-05

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8/25/05

Five Accounts West Coast

California

Members Only

Kitson	LA, CA	2000
Metropolis	Culver, City	1500
Active Ride Shop	Ontario, CA	800
Alpha	LA, CA	800
Backyard Boogie	Riverside, CA	1000
Barkley Hope	Santa Monica, CA	800
Sun Diego	Carlsbad, CA	1000
Boardwalk	Yorba Linda, CA	800
Body	Encino, CA	800
Blue Bee	Santa Barbara, CA	800
Classiques	Long Beach, CA	1000
Dick & Jane	Paso Robles, CA	800
Dirty Laundry	Burlingame, Ca	800
Hip Hop Connections	Paramount, CA	800
Intuition	Culver, City	1500
LA Fairchild	Cardiff, CA	1000
M. Fredrick	Agoura Hills, CA	1000
Lisa Kline	LA, CA	1500
Matti D.	Del Mar, CA	1000
Meg Company	Hermosa Beach, CA	1000
Michael Ryan	Studio City, CA	1500
Muse	Laguna Beach, CA	1000
Paliskates	Pacific Palisades, CA	1000
Presto Company	Torrance, CA	1000
Pure	Irvine, CA	1000
Revolt	Chino, Ca	1000
Revolve Clothing	Cerritos, CA	1500
Sharon Segal	Santa Monica, CA	1000
Subject Matter	Coasta Mesa, Ca	1000
The Space Between	Fresno, CA	1000
Top Hills	Torrance, CA	1000
Topwin	Torrance, CA	3000
Triple 7 Records	Santa Monica, CA	2000
True Clothing	San Francisco, CA	1000
The River	San Diego, CA	1200
Yellow Kiss	San Luis Obispo, Ca	1000
Arkansas		
EM Jeans	Conway, AR	1500
Washington		
Wild West	Seattle, WA	1200
Utah		
What's Hot	Provo, UT	1200
Minnesota		
Josi Wert Wert	Minneapolis, MN	1500
Montana		
Vyruka	Bozeman, UT	1200
Hawaii		
88 Tee's	Honolulu, HI	1200

10/25/05
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 8/28/06

Supset Cornelius	Wisconsin Madison, WI	1200
Bblaze	Missouri	
Town And Country	Kansas City, MO	1500
	Springfield, MO	1200
Epic Apparel	Kansas Whichita, KS	1500
Ego In Wear Shop	Other	
Raya	Singapore	5000
	Vancouver, BC	1200
	Total Active accounts	60300

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